

November 2005 NEC Minutes

DRAFT

PHOTO TERMS OF USE AND AGREEMENT

EFFECTIVE DATE: _____

PARTIES: Civil Air Patrol Historical Foundation
21212 Sweetgrass Way
Ashburn VA 20147
Tax ID XXXXXXXX
Hereinafter "Grantor"

Hereinafter "Grantee"

RECITALS:

A. Grantor is the owner of certain photographs listed below. Grantor, in the interest of preserving the history and promoting its proud heritage wishes to make these certain photographs available to the public for certain commercial and noncommercial purposes.

B. Grantee wishes to obtain and use these certain photographs for the following commercial purposes and uses¹:

AGREEMENT:

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. General grant of rights for CAP-provided or CAP-owned photography.

¹ "Commercial purposes and uses" is defined as any use by a for-profit entity, not-for-profit entity or individual where the grantee has the reasonable expectation of selling, licensing, or otherwise exploiting for consideration the photographs or the works incorporating the photographs.

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Rights granted: One-time, non-exclusive reproduction rights to the photographs listed below, solely for the purposes and uses indicated, and limited to the individual edition, volume, series, show, event or the like contemplated for this specific grant of rights (unless otherwise indicated in writing), subject to the terms and conditions below.

Photos:

Specifications:

Placement:

Time Limit:

Distribution:

Press run:

Copyright credit: © Civil Air Patrol

Media:

Total use fee:	\$ _____
Research Fee	\$ _____
Return Deposit	\$ _____
Credit	\$ _____
 BALANCE DUE:	 \$ _____

Please make checks payable to CAP Historical Foundation
Payment must be made in US dollars drawn on a bank in the U.S.

TERMS AND CONDITIONS:

Unless otherwise agreed in writing signed by all parties:

a) All photographs, images, magnetic media and rights not expressly granted remain the exclusive property of grantor without limitation; grantee acquires only the rights specified and agrees to return all tangible materials, images and magnetic media by the sooner of 30 days after the specified use.

b) Submission and use rights are granted specifically based on the conditions that grantee assumes liability to (1) indemnify Civil Air Patrol and the CAP Historical Foundation for loss, damage, or misuse of any tangible materials or magnetic media, and (2) return all tangible materials and magnetic media insured, safe and undamaged, by bonded messenger, air freight, or registered mail. Grantee assumes full liability for its employees, agents, assigns, messengers, and freelance researchers for any loss, damage or misuse of tangible property, magnetic media or images.

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- c) Reimbursement for the loss or damage of original artwork shall be made at the stipulated rate of \$1,500.00 per piece. Reimbursement for the loss or damage of magnetic media shall be made at the stipulated rate of \$100 per compact disk.
- d) If Grantee publishes the photographs or causes the publication of the photographs, the artist (if known), and Civil Air Patrol or CAP Historical Foundation will be credited in close proximity to the photograph in the format: "Artist: XXXXXXXXXXXX. Photograph courtesy of Civil Air Patrol" or "Artist: XXXXXXXXXXXX. Photograph courtesy of CAP Historical Foundation".
- e) Grantee will indemnify Grantor against all claims against Grantor, and all legal fees incurred by Grantor, arising out of Grantee's use of any photograph(s) or magnetic media.
- f) Grantor acknowledges payment of \$100 return deposit for each photograph and each compact disk provided to Grantee under this grant of rights. Grantor agrees to refund to Grantee the return deposit upon Grantor's receipt of each item, provided the item was returned to Grantee before, or within 30 days after the stated return date.
- g) Grantee shall provide two free copies of uses appearing in print and a semi-annual statement of sales and subsidiary uses for photographs appearing in books, movies or other media.
- h) Grantee may not assign or transfer this agreement. Possession or use of photographs or magnetic media constitutes acceptance of above terms.
- i) Any dispute regarding this invoice, including its validity, interpretation, performance, or breach shall be arbitrated in Montgomery, Alabama under the rules of the American Arbitration Association.

2. Disclaimer and limitation of liability.

EXCEPT AS SPECIFIED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- a) IN NO EVENT SHALL GRANTOR BE RESPONSIBLE FOR MONETARY DAMAGES, AND GRANTEE HEREBY WAIVES ANY AND ALL CLAIMS IT MAY HAVE FOR ANY COMPENSATION HOWSOEVER ARISING.
- b) GRANTOR IS NOT REPRESENTING NOR GIVING WARRANTIES OF ANY KIND, EXPRESSED IMPLIED, STATUTORY OR OTHERWISE RELATING TO, WITHOUT LIMITATION, VALIDITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR ARISING OUT OF COURSE OF CONDUCT OR TRADE CUSTOM OR USAGE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

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c) UNDER NO CIRCUMSTANCES SHALL GRANTOR BE LIABLE TO GRANTEE OR ANY THIRD PARTY FOR COSTS OF SUBSTITUTE PHOTOGRAPHS OR MAGNETIC MEDIA, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR LEGAL FEES), EVEN IF GRANTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WHERE A PARTY COMMENCES OR ATTEMPTS TO COMMENCE LITIGATION CONTRARY TO THIS PROVISION, GRANTEE SHALL BE RESPONSIBLE FOR INDEMNIFYING GRANTOR FOR ALL RELATED ATTORNEYS' FEES AND OTHER RELATED LIABILITIES INCURRED BY GRANTOR. FOR PURPOSES OF THIS SECTION, GRANTOR INCLUDES THE GOVERNORS, OFFICERS, EMPLOYEES, MEMBERS, AGENTS, SUBCONTRACTORS, LICENSORS AND SUPPLIES OF GRANTOR. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE CONSIDERATION GRANTED UNDER THIS AGREEMENT.

3. Disclaimer of consequential damages. In no even shall either party be liable to the other for any amounts representing its loss of profits, loss of business, or its indirect, special, exemplary, consequential, or punitive damages, arising from the performance or nonperformance of this Agreement.

4. Miscellaneous Provisions

a. Notices. All notices which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by facsimile, by overnight courier, or by registered or certified mail, postage prepaid, to the receiving party at the address listed on the first page of this Agreement or to such other address as such party may have given to the other by notice pursuant to this section. Notice shall be deemed given on the date of delivery, in the case of personal delivery or facsimile, or on the delivery or refusal date, as specified on the return receipt, in the case of overnight courier or registered or certified mail.

b. Binding on Successors and Assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement, and all covenants, terms, provisions, and agreements contained herein shall be binding upon, and shall inure to the benefit of either party's successors and permitted assigns.

c. Waivers. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed; and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Acceptance of any performance after the time the same shall have become due shall not constitute a waiver by the accepting party of the breach or default of any covenant, term, or condition, unless otherwise expressly agreed to by the accepting party.

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d. Attorneys' Fees. If a party shall commence any action or proceeding against another party in order to enforce the provisions of this Agreement, or to recover damages as a result of the alleged breach of any of the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable costs in connection therewith, including reasonable attorneys' fees. Furthermore, where Grantee or a third party challenges or attempts to challenge ownership of the photos, Grantee agrees to reimburse Grantor for all attorneys' fees that are incurred in relation thereto.

e. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior or contemporaneous agreements, whether written or oral, among themselves or their agents and representatives relating to the subject hereof are merged into this Agreement. This Agreement may be altered, amended, or revoked only by an instrument in writing signed by all the parties hereto.

f. Severability. If any term or provision of the Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

g. Captions. The captions of the sections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any part of this Agreement.

h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all of which together shall be deemed to be one and the same instrument.

i. Applicable Law. The validity, interpretation, enforceability and performance of this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia, without regard to the conflicts of law principles thereof. Each of the parties submits to the jurisdiction of any state or federal court sitting in the Commonwealth of Virginia, in any action or proceeding arising out of or relating to this Agreement, agrees that all claims in respect of the action or proceeding may be heard and determined in any such court, and agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto.

j. Survival. The provisions of this Agreement that, by their sense and context are intended to survive performance by either or both parties, shall also survive the completion, expiration, termination, or cancellation of this Agreement.

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The parties have executed this Agreement as of the date first set forth above.

CAP Historical Foundation, by

_____, by

Executive Director

(Name, Title)

NEC FINANCE COMMITTEE MEETING

Orlando, Florida

3 November 2005

A meeting of the Civil Air Patrol Finance Committee was held Thursday, 3 November 2005 in Orlando, Florida. The meeting was called to order at 4:00 p.m. by Col Fredric Weiss, committee chair. .

MEMBERS PRESENT:

Col Fredric Weiss – Chairman
Col Rodney Moody – Vice Chairman
Col Tom Todd
Col Robert Diduch
Col Merle Starr
Col Larry Kauffman – Advisor
Mr. Don Rowland – NHQ Advisor
Ms. Susan Easter – NHQ Advisor/Recorder

OTHERS PRESENT:

Lt Gen C. Searock (ret,)	Mr. Mark Richardson
Brig Gen Paul Bergman	Col Bill Charles
Brig Gen Rex Glasgow	Mr. Stan Leibowitz
Ms. Maribeth Tyler	Col Russ Hodgkins
Col Charles Glass	Lt Col Tony Senci
Lt Col Randy Mathis	Lt Col Doug Goodlin
Mr. John Salvador	Mr. Ray Bean
Chaplain Charles Sharp	Mr. Chuck Mullin
Ms. Rita Pickette	Ms. Susie Parker

Opening Comments -- Col Weiss introduced himself as the new National Finance Officer. Each member of the committee introduced themselves. Col Weiss also introduced other attendees.

FY 2007 Appropriated Financial Plan – Col Weiss reviewed items in this financial plan to include an increase of \$50,000 in training funds for the National Staff College, an increase in the number of satellite phones, and a budget reduction for Wing Financial Analysts due to moving most staff to National Headquarters. He reviewed slides that compared FY05 – FY07 appropriated baseline funding and commented on the projected health insurance increase and Cost of Living Adjustment (COLA). The Finance Committee endorsed the FY07 Financial Plan. (Todd/Starr)

FY2006 Cost of Living Adjustment (COLA) – Col Weiss briefed the recommendation for a 3.9% COLA for NHQ employees, effective 1 January 2006. He presented data obtained from NHQ Human Resources that was derived from the Bureau of Labor Statistics that showed a 3.9% annual rate increase in the Consumer Price Index for CY 2005 through August. Mr. Rowland

stated that this figure has now gone up to 5.1% because of the increase in the cost of energy. Ms. Easter mentioned that health insurance went up 16.2% for CY 2006. Overall the employee will see a slight increase in income with the recommended COLA. The Finance Committee endorsed the 3.9% COLA. (Starr/Todd).

Modification to CAPR 173-2 – This modification would disallow a close family member of the Wing commander from serving as the Wing Director of Finance. It was stated that this change would enhance internal controls and improve segregation of duties. This amendment would not currently impact many Wings. A motion was made to endorse this modification. (Todd/Moody)

Modification to CAPR 173-1 – Large squadrons would be subject to the same accounting and auditing oversight as Wings. This would help CAP in obtaining an unqualified opinion and have minimal impact as an expense to the corporation. The estimated impact would affect 15 squadrons and would provide CAP oversight of \$2.7 million in squadron expenditures. A re-write of CAPR 173-1 is necessary to standardize processes and reporting to utilize Quicken reports, provide more guidance to squadron commanders and finance officers, and explain IRS Form 990 requirements. The goal is to present the revised regulation to the Winter National Board for approval. The Finance Committee endorsed this modification. (Moody/Todd)

Unqualified Audit Opinion Status Update – Virginia Wing has pulled in all squadron funds to Wing Headquarters and is acting as the “banker.” The Wing is including squadron expenditures in the Wing audit thus taking the workload off the squadron. This process will eliminate the requirement for squadrons to consolidate annual reporting. Wilson Price will be asked to do a site visit to determine if there are any audit issues with the process. This experiment is for informational purposes only and requires no action at this time.

Wing Financial Assessment Guidelines – (formerly the Accountability Matrix)
The Matrix was developed in response to Mr. Dominguez’s request following the Nevada fraud. The process was developed at the FM Summit and provides:

- Guidance on evaluation criteria to Wing and Region Commanders;
- Consistency in evaluation; and
- Wing Commander with the opportunity to formally respond

The Wing Financial Assessment gives the Region commanders a tool to help with oversight responsibilities of the wings. Col Todd thinks it is negligent to not use a tool like this. Lt Col Goodlin asked about interface between this and the CI. Ms. Easter said this is independent and an internal control. This is not a compliance issue but a management issue. Col Todd moved to endorse this tool and process, with the Finance Committee advocating this to the Region and Wing commanders. Mr. Rowland stated that the most important issue for implementation is providing a verbal outbriefing to the Wing commander and giving them an opportunity to respond and offer input. It is important for commanders to maintain a relationship with the Wing Financial Analysts (WFAs). Col Todd suggested adding to the Wing Commanders’ Course something on Wing commanders working with WFAs. Ms. Easter said that most Wing commanders are doing a dynamic job and that e-Accounting has made a substantial difference. Overall, WFAs are generally noting improved internal controls and command involvement in finance. Col Kauffman asked that a list of wings not using QuickBooks be sent to Gen Pineda, Gen Glasgow and him.

CAPMart Outsourcing – Mr. Rowland presented a briefing and stated that CAPMart went from a \$200K loss in FY04 to a \$35K profit (after significant inventory write-offs) in FY05.

Remaining problems include the website, financial software support, customer support, inventory control, sales tax collection and liability, shipping charges, and management time. The solution is either infrastructure investment or to outsource. Outsourcing solves more problems than keeping it in house. Three bids were received: 1) High Flight/Wells Printing, 2) Print Tex, and 3) Vanguard

After evaluating each proposal, NHQ recommends outsourcing to Vanguard in a five-year contract with renewal options. CAP would expect at least \$100,000 each year in royalties based on current sales and a 6% royalty. The target date is 1 January 2006. Mr. Rowland will put together the total costs of closing CAPMart (severance) and the saving costs (personnel, workers' comp, property insurance) to be presented at the BoG meeting in December.

After Flight Reporting – IT is in the process of developing an automated process for after flight reporting for the Form 108. Discussion centered on: Does the NEC want to have code written to restrict mission reporting to a specific number of days? Col Todd moved for 60 days. Col Diduch seconded. Col Glass indicated the regulation needed to be clarified to say that the Wing has 60 days, not the member has 60 days. Lt Col Goodlin asked about receipts under the automated system. Col Weiss explained it would be the same as cadet orientation flights with the Form 108 to NHQ and receipts to State Directors to spot check. Motion passed.

Wing Commander Financial Guide – A draft was developed at the FM Summit. This guide is intended to provide Wing commanders with a hands-on guide that will provide them with summary data on financial management at the Wing level. Any suggestions for additional input can be sent to either Col Weiss or Ms. Easter. The final version should be completed by 31 December. Each Wing commander and each attendee at the Wing Commanders' Course will receive a copy.

FY2005 Budget Execution – Col Weiss briefed an overview of the FY05 budgets. The Corporate spending is at 87% of the budget as of 31 October 05. The Appropriated O&M is 96% spent with aircraft procurement at 61% spent. No vehicle or communication procurement funds have been spent. CAP will continue to pay FY05 expenses through 31 December and anticipates spending approximately 99% of the O&M budget.

End-of-Year Spend Plan – Funds for the end-of-year spend plan were identified from programs that had not fully utilized their budgets. A prioritized list was developed emphasizing NOC requirements. This process resulted in procurements totaling \$978,553 (\$673,583 from CAP fallout and \$304,970 from CAP-USAF fallout funds).

Wing Mission Budgets -- Several Wings have exceeded their budgets by significant amounts. Funds may become available for reimbursement if other Wings do not expend their entire budget allocation. Col Moody moved and Col Todd seconded to approve reimbursement to Wings who exceeded their budgets as funds become available. Col Glass suggested the Region commander should have input so as not to reimburse Wings that go way over budget. The motion was amended to require Region commander approval prior to reimbursement.

New Hampshire Hangar Sale – The New Hampshire Wing commander requested approval to sell their hangar located at the Moultonboro Airport (land not included). This property was donated to New Hampshire Wing on 28 December 1985. The Wing commander also requested that any and all proceeds from the sale be returned to New Hampshire Wing. The appraised value is \$12,500. The buyer would pay \$12,500 with the Wing keeping \$12,200 and paying \$300 for the appraisal. (Todd/Diduch) Passed

Col Weiss requested a closed session of the Finance Committee and asked that all other attendees please leave the room.

The meeting adjourned at 6:15 p.m.

Finance Committee members went into closed session.

Respectfully submitted,

Fredric Weiss
Colonel
Finance Committee Chairman



12 Points Update

Current as of: 3 Nov 2005



CAP-USAF

Issue	CAP Priority	XOS-HA Assessment	Update
Proposed Legislation - Making CAP the Resource of Choice	2	Critical	<ul style="list-style-type: none">• Concept written into new AFPD 10-27• Executing now with 1AF (NORTHAF) – 81% of AFAMs are flown for non-USAF customers• CAP-USAF recommends CLOSE
FAA Exemptions	3	Critical	<ul style="list-style-type: none">• AF/JA ruled AF can advocate to the FAA for exemptions relating to AFAM only; CAP must continue to work with FAA for exemptions relating to corporate missions• CAP-USAF recommends CLOSE
Problems with AFI 65-601, Vol. 1, <i>Budget Guidance and Procedures</i>	4	Critical	<ul style="list-style-type: none">• IMC to AFI 65-601 drafted last fall will be resubmitted to SAF/FM by CAP-USAF/FM• CAP-USAF recommends keeping OPEN
Wing Administrators for Every Wing	7	Critical	<ul style="list-style-type: none">• Prioritized list approved by NEC; spending plan approved by CAP-USAF/CC; hiring proceeding• CAP-USAF recommends CLOSE
Location of CAP-USAF in the Air Force Structure	10	Critical	<ul style="list-style-type: none">• Air staff study concluded CAP-USAF should remain assigned to Air University; SECAF agreed• CAP-USAF recommends CLOSE



12 Points Update

Current as of: 3 Nov 2005



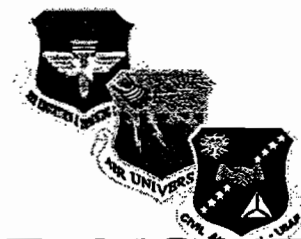
CAP-USAF

Issue	CAP Priority	XOS-HA Assessment	Update
FECA/FTCA Coverage - Corporate Insurance Crisis	1	Routine	<ul style="list-style-type: none">• CAP-USAF working with AU/XP and AETC/XPP to ensure adjustments to CAP POM baseline• CAP-USAF recommends CLOSE
Civil Air Patrol Glider Program – fund with appropriated funds	5	Routine	<ul style="list-style-type: none">• New AFI 10-2701 allows funding• CAP has submitted package to CAP-USAF for AF/XO approval; package currently at AETC/CV• CAP-USAF recommends keeping OPEN
Program Narrative a.k.a. SOW	6	Routine	<ul style="list-style-type: none">• New AFPD and AFI in place• CAP-USAF ready to continue efforts in Jan 05• CAP-USAF recommends keeping OPEN
National Operations Center Funding -- Obtain additional Air Force funding of \$900K annually	8	Routine	<ul style="list-style-type: none">• Some CAP-USAF FY05 EOY fallout applied to NOC• Request submitted as FY06 unfunded requirement• CAP-USAF recommends keeping OPEN
Air Force Approval of CAP's Concept of Employment	12	Routine	<ul style="list-style-type: none">• Most of concept imbedded in new AFPD and AFI• CAP-USAF recommends CLOSE



12 Points Update

Current as of: 3 Nov 2005



CAP-USAF

Issue	CAP Priority	XOS-HA Assessment	Update
Stabilized Funding for the Civil Air Patrol -- Establish rules to "fence" the Civil Air Patrol budget from other Air Force programs.	9	Closed	<ul style="list-style-type: none">• SECAF will not reduce his flexibility to move funding as needed• Some Congressional actions impact all Air Force programs and override earlier legislation
Regulations Promulgated IAW 10 USC 9448 -- Obtain ruling regarding the need for regulations to comply with the Administrative Procedures Act	11	Closed	<ul style="list-style-type: none">• SECAF not required to comply with Administrative Procedures Act

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Civil Air Patrol VHF/FM Repeater Requirement Study

Executive Summary

Background/Process

The task at hand was to quantify the CAP VHF/FM repeater requirement for the first time ever and—more specifically—to identify exactly where repeaters were required to accomplish AF-tasked missions. In order to conduct such a study it was necessary to develop a process through which detailed information about each individual repeater requirement could be captured and analyzed. This would include not only the actual communications requirement the communications program was attempting to support but also the recommended technical solution (repeater) to satisfy the requirement. Most importantly, while these decisions and judgments needed to be made by those most qualified to assess the local mission needs, the process also needed to provide a critical review and validation of the individual justifications on a national level.

To achieve these goals a process was developed to determine critical mission information and communications support requirements at the field level where direct knowledge of the local communications environment allowed for the most accurate analysis. Next, the resulting information was compiled and compared at the regional level where similar terrain challenges, population densities and mission requirements allowed for the best in-kind critical review of the system planning and individual site justifications. Then, as a final step, requirements were analyzed at the national level where all aspects of infrastructure planning and individual site justifications were compared in light of overall system engineering goals.

A secure web-based application was internally developed to facilitate this process and allowed tracking of individual requirements through the system. All requirement information was entered by the communications staff at the wing level and approved by each review step in the chain of command until the final product was produced. In total this process took sixteen months and required literally tens of thousands of man-hours.

Results

After their nodal analysis was complete, the wings entered a total of 610 detailed repeater proposals into the on-line system for consideration. At the region level review 24 of these proposals were rejected. An additional 28 were disapproved at the national level.

Furthermore, another 13 repeater proposals were deemed *not* to have sufficient justification for AF funding but were considered beneficial to the system if other funding

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sources could be identified. Therefore, these proposals were not listed as a candidate for AF funding or listed in the Table of Allowance (TA). For this reason they were not included in the report but will be tracked in CAP's repeater database as well as the Air Force Frequency Management system.

What remained were 545 proposals which have been methodically and exhaustively scrutinized for both their AF mission justification as well as their engineering merits. This report is the most accurate representation of CAP's actual Mission Critical VHF infrastructure requirements ever accomplished and will serve as the basis of CAP's communications planning for many years to come.

Recommendation

CAP recommended to CAP-USAF that they should agree to amend the Communications TA. This will replace the generic repeater requirement with a specific requirement for each wing and will increase the total requirement from 457 to 545 repeaters.

CAP has previously acquired 93 narrowband repeaters leaving 452 yet to be purchased. Upon CAP-USAF approval of this TA amendment CAP will begin procuring the remaining 452 repeaters with the \$7.3M already granted for this purpose. Remaining funds will be used to purchase LMR base stations in accordance with the TA.



**HEADQUARTERS
NEW MEXICO WING CIVIL AIR PATROL
UNITED STATES AIR FORCE AUXILIARY
4500 BIGGS AVENUE SE, BUILDING 926
KIRTLAND AIR FORCE BASE, NEW MEXICO 87185**

October 18, 2005

MEMORANDUM FOR: CAP NATIONAL BOARD
VIA: CAP NHQ/GC
FROM: NMWG CC
SUBJECT: Sale of hanger at Los Alamos, New Mexico

1. It is respectfully requested that New Mexico Wing and Los Alamos Composite Squadron receive permission to sell the hanger (hanger only, not land; Hanger Space #3—AEC Contract No. AT29-1, 2160)) located at the Los Alamos County Airport that was donated to the New Mexico Wing and Los Alamos Squadron in December 1973..
2. It is also requested that the proceeds from the sale be returned to New Mexico Wing and Los Alamos Squadron.

/S/
FRANK A. BUETHE, COLONEL, CAP
Commander

Cc: State Director
SWR/CC

CHAPTER 3—SALE OF ASSETS

3-1. PURPOSE. This section establishes procedures for outright sale of Civil Air Patrol assets.

3-2. PROCEDURES.

a. Sales are initially conducted via sealed bid or electronic auction. No employee, officer, or agent shall participate in the selection, award, or administration of a sale if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm or person selected for an award. The officers, employees, and agents of CAP shall neither solicit nor accept gratuities, favors, or anything of monetary value from prospective or actual buyers. Also refer to CAPR 67-1 for a list of prohibited buyers.

b. There is no written solicitation. Sales are publicized in local newspapers or on a broad-based electronic auction site and on the CAP web site.

c. Sales conducted through newspaper advertising shall comply with the following:

1) Contracting or the person conducting the sale coordinates ad placement with the Chief of the branch managing the asset.

2) The Chief of the branch managing the asset places advertisements.

3) Advertisement is constructed in accordance with standard commercial practice and includes the following:

a) The time, place, and date sealed bids will be opened. Allow sufficient time between expected appearance of the ad and bid opening.

b) A description of the asset(s) to include make, model, approximate age, etc.

c) The phrase "Sold 'as is, where is' no expressed or implied warranties".

d) A minimum bid amount.

e) A five percent deposit required in a cashiers check, certified check or money order made payable to Civil Air Patrol. The balance is required in the same form.

f) The successful offeror has 30 days (a lesser number of days may be specified) to satisfy the bid balance or forfeit the deposit or the difference between their bid and the next low bidder, whichever is less.

g) If two or more bids are equal, selecting the earliest bid received breaks the tie.

h) Bid openings are open to the public.

i) Late hand carried bids are not accepted.

j) The award is made to the highest responsive bidder at or above the minimum bid.

d. Late bids received via USPS, FedEx, UPS, etc., are analyzed by LGC to determine if they were sent in sufficient time.

e. Contracting notifies unsuccessful bidders immediately but holds deposits in FM until the awardee furnishes the balance.

f. Contracting prepares a Sales Agreement (Tab 1) prior to bid opening and, if the successful bidder is available, finalizes the agreement and obtains signatures. Otherwise, Contracting mails the agreement.

g. Sales conducted through an electronic auction site will follow the rules of that site, provided that the listing shall include the items above as appropriate. In addition, a modified Sales Agreement is prepared by the office conducting the sale and executed by the parties

h. Applicable CAP/FM regulations and procedures must be followed.

i. If no bids are received, Contracting negotiates the sale as outlined below:

1) Run advertisement as above, eliminating references to public bid opening, minimum bid and deposit.

2) Review offers with LGS and determine course of action.

3-3. RESPONSIBILITIES. Contracting or appropriate wing personnel conducts sales.

3-4. CONTROL. The Director, Logistics or wing commander, as appropriate, approve sales actions.

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Posse Comitatus

The doctrine of "posse comitatus" was enacted after the Civil War (Posse Comitatus Act of 1878) in response to the perceived misuse of federal troops who were charged with domestic law enforcement in the South. The essence of the doctrine requires a separation of civilian matters from federal military power. (Schmitt, New York Times, 21 July 2002) DoD guidance is that posse comitatus doesn't apply all the time, even to members of the military. For example, it does not apply to a member of a Reserve component when not on active duty, nor to a member of the National Guard when not in the Federal Service nor to civilian employees of the DoD unless he/she is under the direct command and control of a military officer, nor to a member of a Military Service when off duty and is acting in a private capacity. The common thread of the exceptions is that none of the excepted personnel are operating under the direct command and control of a military officer at the time the permitted actions are taken. About 6 months after the attack of 9-11-2001 General Ralph E. Eberhart, then Commander-select of the Northern Command opened 21st century discussions re. posse comitatus when, during an interview at Peterson AFB, he said that "We should always be reviewing things like Posse Comitatus and other laws if we think it ties our hands in protecting the American people." (Schmitt, supra)

Now, within the last two weeks in a major address the Commander-in-Chief himself suggested that much thought should be given to liberalizing the prohibitions of posse comitatus and allowing the military branches to assist in ready responses to damaging weather events. Currently, Civil Air Patrol is not mentioned in the legislative Act, but naturally, since the Air Force is subject to the prohibition, the Air Force is unable to accept any such mission even if it wanted to assign it to Civil Air Patrol. It is our own regulation that makes the doctrine of posse comitatus applicable not only to federal missions but state/corporate types of missions as well even when the Civil Air Patrol and many of its members might be particularly well-suited by training to perform otherwise barred activities. A special committee to consider the loosening of posse comitatus restrictions was chaired by Col Robert Karton early in 2003 and its primary conclusion was that "CAP should not be subject to the proscriptions of the Posse Comitatus Act."

PROPOSED NEC ACTION:

1. To the extent the National Commander exercises authority under paragraph 2, suspend our regulation pertaining to "posse comitatus" for a period of one year;

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2. The National Commander is authorized, after consultation with the National Legal Officer, to authorize one or more Wings to conduct corporate missions without regard to the prohibitions of the doctrine of posse comitatus. Such authorization(s) shall address the types of mission(s), whether day-time or night-time, any special training prerequisites, prohibitions against the carrying of firearms and such other matters as the Commander considers pertinent.

3. Request that the Commander prepare a report containing data regarding the missions performed under this special authorization so that the question of whether to permanently repeal the regulation prohibiting missions otherwise violative of the doctrine of posse comitatus.



Chaplain Service Report to NEC



Chaplain, Col Charles E. Sharp
Chief, CAP Chaplain Service



Chaplain Service

970 Total Chaplain Service Personnel
-667 Chaplains
-303 Moral Leadership Officers

Region Breakdown:

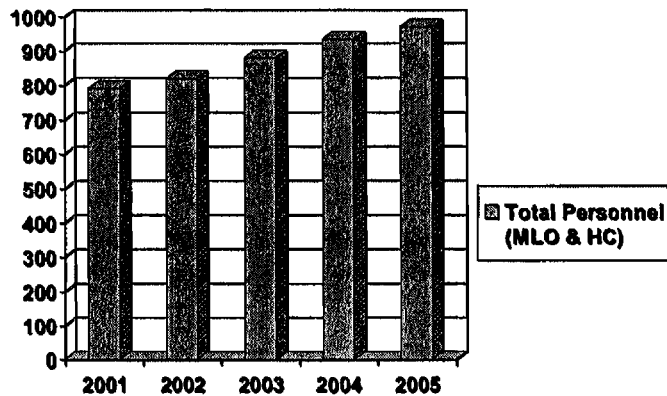
GLR	114	PCR	123
MER	108	RMR	52
NCR	102	SER	190
NER	144	SWR	122

As of 27 Oct 05



U.S. AIR FORCE
AUXILIARY

Chaplain Service Growth



As of 27 Oct 05



U.S. AIR FORCE
AUXILIARY

Upcoming Chaplain Events

Dec 4-7	National Conference on Ministry to Armed Forces
Dec 8	Endorser's Conference for Veteran's Affairs Chaplaincy
Dec 9	Office call with AF Chief of Chaplains

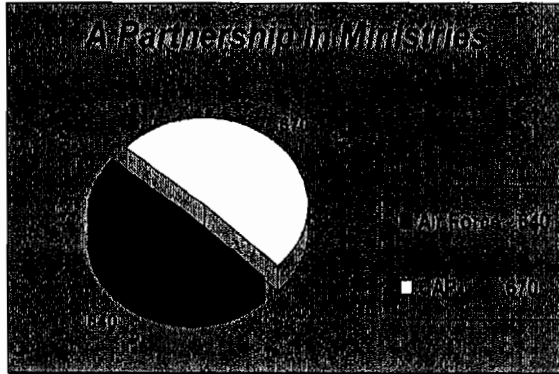
2006 Chaplain Service Staff Colleges

Feb 20-23	PCR	Nellis AFB, NV
Apr 24-27	SWR	Joint Reserve Base, Fort Worth, TX
Apr 24-27	NCR	Colombian Father's Retreat Center, Bellevue, NE
May 1-4	GLR	Wright Patterson AFB, OH
May 1-4	SER	Warner Robins AFB, GA
May 22-26	NER	Chaplain School, NEWPORT, RI
May 30 – Jun 3	MER	TBD

2005 CSSC attendance yielded over 300 participants.



Chaplain Force Multiplier



CAP Chaplains currently support 12 AF bases, 4 ANG bases, 1 ARNG base, 1 JRB, and 1 Coast Guard Station.



Hurricane Support

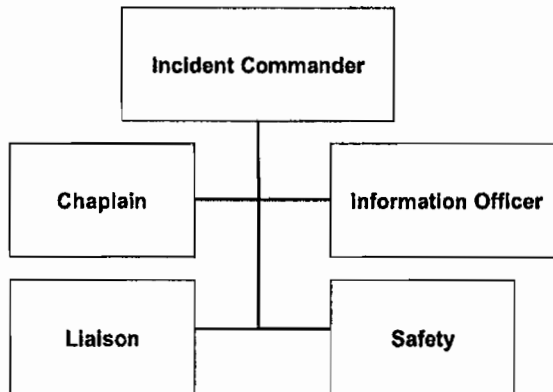


CAP Chaplain Service personnel performed countless hours of support to the this season's hurricane destruction.

- After Hurricane Katrina CAP chaplains and MLO's participated in house-to-house searches, worked in shelters, counseled victims (including CAP team members) and assisted the Red Cross with support efforts.
- Ch, LTC Dewey Painter coordinated and distributed over 30,000 pounds of relief supplies to Alabama, Louisiana, Mississippi, and Florida residents.
- Chaplain Ira Schilling (LA Wing Chaplain) said, "When the hurricane hit New Orleans, our squadrons in New Orleans became the evacuees and we could not locate many of our members, including the chaplains."



Incident Command Staff



Questions/Comments

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THE NEW CHAPLAIN EXCEEDED EXPECTATIONS

PROPOSED GUIDELINES FOR USE OF THE NAME "CIVIL AIR PATROL"

1. Background.

a. Congress granted CAP the exclusive use of the name "Civil Air Patrol" at 36 U.S.C. 40306: "The corporation has the exclusive right to use the name 'Civil Air Patrol' and all insignia, copyrights, emblems, badges, descriptive or designating marks, words, and phrases the corporation adopts. This section does not affect any vested rights."

b. CAP adopted a corporate seal, corporate emblem, and an organizational emblem, along with rules and restrictions for their use, in CAPR 900-2 (see Attachment 1).

c. CAP registered a copyright on "Where Imagination Takes Flight"

d. CAP registered the tradename "CAPMart".

2. The Issue

a. The guidance in CAPR 900-2, at paragraph 3.b., provides in part: "The Civil Air Patrol name, seal and/or emblem will not be used for personal gain. Additionally, the name, seal and/or emblem will not be used for any commercial purpose, except under licensing agreement as approved by the Executive Director after review by General Counsel.

b. This general statement is not sufficiently broad to cover the use of the name for certain fund raising activities or by private or non-private foundations established without the approval of the corporation.

3. Proposed additional guidelines:

a. Use of the name "Civil Air Patrol", the seal and/or emblem **by any person not acting in his/her capacity as a CAP member or any entity other than CAP** is authorized:

i. On non-uniform items (e.g. T-shirts, coffee cups, pens, plaques, etc) – with Wing or Region Commander's written permission when the purchase is by a CAP unit for resale by the CAP unit and ALL proceeds (after paying for the cost of the items) are to benefit CAP units.

ii. On non-uniform items that benefit any person or organization other than CAP itself (such as an individual member, non-member, commercial for-profit, or not-for-profit entity) with license from National Headquarters/(Sharon Taylor's office symbol). A license may be granted for up to a one-year period (and may be renewed for additional one-year periods) provided CAP receives a minimum of 5% of gross sales.

iii. On uniform items, including patches, when approved by CAP's exclusive licensee on terms and conditions acceptable to the licensee.

iv. By private or non-private foundations established to support CAP regions, wings, groups, squadrons or flights when the articles of incorporation and bylaws have been submitted to CAP/NLO and the foundation has been granted a license by the National Board; provided that CAP members may not wear a CAP uniform when soliciting funds on behalf of the foundation and may not

use CAP letterhead or otherwise represent that CAP is raising the funds when soliciting or acknowledging receipt of funds for the foundation.

v. By outside professional fundraisers where no tangible product is being sold (e.g. coin drops, sporting events, entertainment, advertising, directories) when authorized in writing by the Region or Wing Commander and CAP receives at least 80% of the gross proceeds.

SECTION A—USE OF CIVIL AIR PATROL NAME, SEAL AND EMBLEM**1. Policy.**

The use of the Civil Air Patrol (CAP) name, seal and the Civil Air Patrol emblem is not permitted except as authorized herein.

2. Description:

a. Name. When used as a proper noun, the name Civil Air Patrol will be used as written without the definitive article “the” preceding it.

b. Civil Air Patrol Seal (see Figure 1). The design of the CAP Seal and its heraldic significance are set forth as follows:

- 1) **Crest.** The crest includes the American eagle, which is symbolic of the United States and air-striking power; the cloud formation behind the eagle depicts the creation of a new firmament; and the twists of the wreaths beneath the eagle incorporate the colors of the basic shield design.
- 2) **Shield.** The basic CAP emblem is superimposed on the shield.
- 3) **Encircling Stars.** The encircling 13 stars represent the original 13 colonies of the United States, and the three set apart at the top of the design portray the three departments within the Department of Defense—the Army, Navy and Air Force.
- 4) **Encircling Band.** On the band encircling the design are the inscriptions “United States Air Force Auxiliary” and “Civil Air Patrol.”
- 5) **Colors.** When the seal is reproduced in color, the background will be silver gray; the shield will be dark blue; the triangle will be white; and the three-bladed propeller will be red. The twists of the wreaths will be alternately white and dark blue, and the eagle will be gold in front of a white cloud. The 13 stars will be white edged in dark blue. The wide encircling band will be white and surrounded by a small gold band edged in dark blue on the inside and two small gold bands edged in dark blue on the outside. The lettering on the wide white band will be ultramarine blue.

c. Civil Air Patrol Emblem (see Figure 2). The CAP emblem consists of an ultramarine blue disc on which a white equilateral triangle is superimposed. Within the disc in white are the words “USAF Auxiliary.” Centered above and contiguous to the disc is a red stripe on which the words “Civil Air Patrol” are superimposed.

3. Authorized Use:

a. In accordance with Federal Statute 36 U.S.C. Section 40306, Civil Air Patrol shall have the sole and exclusive right to the name “Civil Air Patrol.”

b. The Civil Air Patrol name, seal and/or emblem will not be used for personal gain. Additionally, the name, seal and/or emblem will not be used for any commercial purpose, except under licensing agreement as approved by the Executive Director after review by General Counsel. The name may generally be used on:

- 1) Corporate vehicles, as prescribed in CAPR 77-1, *Operation and Maintenance of Civil Air Patrol Vehicles*.
- 2) CAP-owned aircraft and member-owned aircraft used for CAP business upon approval of the wing or region commander as appropriate. Such approval will be granted only where its use would reflect favorably upon CAP.
- 3) All official CAP publications (through squadron level).
- 4) All official CAP web pages (through squadron level).
- 5) Official invitations, greetings, and programs at national, regional, and wing levels.
- 6) Stationery of any CAP unit or authorized committee.
- 7) Membership cards issued by National Headquarters.
- 8) Signs identifying CAP units at all levels. Ensure that signs are attractively painted and well maintained.
- 9) Posters and other informational or recruiting materials issued by National Headquarters.
- 10) Civil Air Patrol business cards, using the member’s official CAP duty title.



Figure 1. Civil Air Patrol Seal



Figure 2. Civil Air Patrol Emblem

- 11) Approval from National Headquarters (NHQ CAP/XPP) must be obtained to use the name for any purpose other than those listed above and to use the name in advertisements.
- c. The CAP seal may generally be used on (**also see Table 1**):
- 1) Corporate vehicles as prescribed by CAPR 77-1 and any other directive or policy letters as issued.
 - 2) CAP-owned equipment (base station radios, handheld radios, DF equipment, etc.) as prescribed by CAPR 67-1 and any other directive or policy letter as issued.
 - 3) All official CAP publications (through squadron level).
 - 4) All official CAP web pages (through squadron level).
 - 5) Official invitations, greetings, and programs at national, regional, and wing levels.
 - 6) Stationery of any CAP unit or authorized committee. Civil Air Patrol units below regional level are encouraged to use their wing shoulder patches on unit stationery. These may be used with or without the CAP seal. The name of the commander or the committee chair may appear on such stationery only during the period when the named individual holds such office. The CAP seal, if used, is always placed on the left side of the stationery with the other graphic placed on the right.
 - 7) Membership cards issued by National Headquarters.
 - 8) Signs identifying CAP units at all levels. Ensure that signs are attractively painted and well maintained.
 - 9) Posters and other informational or recruiting materials issued by National Headquarters
 - 10) Civil Air Patrol business cards, using the member's official CAP duty title.
 - 11) Approval from NHQ CAP/XPP must be obtained to use the seal for any purpose other than those listed above. Use of the seal in advertisements is prohibited.
- d. The CAP emblem may generally be used on (**also see Table 1**):
- 1) Corporate aircraft (as prescribed by CAPR 66-1 and any other directive or policy letters as issued)
 - 2) Member-owned vehicles used for CAP business upon written approval of the wing or region commander as appropriate. Such approval will be granted only where its use would reflect favorably upon CAP.
 - 3) Privately-owned equipment
 - 4) CAP-owned or privately-owned equipment where use of the CAP seal is not authorized
 - 5) Posters and other items used in CAP displays.
 - 6) All official CAP web pages (through squadron level)
 - 7) Official invitations, greetings, and programs at National, regional, and wing levels
 - 8) All official CAP and personal stationary, signs, and business cards
 - 9) Unit informational materials.
 - 10) Wing certificates and scrolls
 - 11) Insignia, jewelry, and similar articles when specifically authorized by NHQ CAP/XPP.
- e. Any unit unique item such as coins, mugs, brochures, etc., containing the name, seal or emblem must be approved by the region or wing commander. Once approval is received, the initiating commander must contact the National Curator to determine if a sample should be placed in the National archives.

Table 1. Use of Corporate Seal and Emblem

Resource	Corporate Seal	Corporate Emblem
Corporate Aircraft	No	Yes
Member Provided Aircraft	No	No
Corporate Vehicle	Yes	No
Member Provided Vehicle	No	Yes*
CAP Publications	Yes	Yes
CAP Web Pages	Yes	Yes
CAP Stationary, Signs, Business Cards	Yes	Yes
Personal Stationary, Business Cards	No	Yes

*Only during an official CAP activity or written authority by wing commander

SECTION B—USE OF AIR FORCE HAP ARNOLD SYMBOL

4. Policy.

The use of the Air Force “Hap Arnold” symbol is not permitted except as authorized herein.

5. Description.

The design of the Air Force “Hap Arnold” symbol (**Figure 3**) and its heraldic significance are set forth as follows:

a. Upper half. In the upper half, the stylized wings represent the stripes of Air Force strength—the enlisted men and women of the Air Force. They are drawn with great angularity to emphasize Air Force swiftness and power and are divided into six sections which represent Air Force core competencies— aerospace superiority, global attack, rapid global mobility, precision engagement, information superiority, and agile combat support.

b. Lower half. In the lower half are a sphere, a star and three diamonds. The sphere within the star represents the globe. It reminds the Air Force of their obligations to secure our nation’s freedom with Global Vigilance, Reach and Power. The globe also reminds the Air Force of its challenge as an expeditionary force to respond rapidly to crisis and to provide decisive aerospace power, worldwide.

c. Area surrounding the Sphere. The area surrounding the sphere takes the shape of a star. The star has many meanings. Its five points represent the components of the Air Force one force and family—Air Force active duty, civilians, Guard, Reserve and retirees. The star symbolizes the space as the high ground of our nation’s aerospace force. The rallying symbol in all our wars, the star also represents the Air Force officer corps, central to Air Force combat leadership.

d. The diamonds. The star is framed by three diamonds, which represent Air Force core values—integrity first, service before self and excellence in all we do. The elements come together to form one symbol that presents two powerful images—at once it is an eagle, the emblem of our nation, and a medal, representing valor in service to our nation.

6. Authorized Use:

- a. The symbol may be used without the logotype.
- b. The Air Force symbol may be used to “cradle” some organizational emblems, see **Figure 4**.
- c. Only organizational emblems (shields or patches) may be placed in this configuration. No other artwork or logotype may be used.
- d. Organizational emblems must remain in the proportion and relationship illustrated in **Figure 4**.
- e. Commanders may use the symbol effective immediately on “perishable” products and those involving limited expense, such as printed material, clothing, coins, etc. The symbol should not be applied at this time to other “nonperishable” uses such as aircraft and vehicles. Commanders retain discretion to decide how the symbol is used in their organizations, consistent with these guidelines.
- f. For more information, go to <http://www.af.mil/airforcestory/guidelines.shtml>.



U.S. AIR FORCE

Figure 3. Hap Arnold Symbol



Figure 4. Organizational Emblem